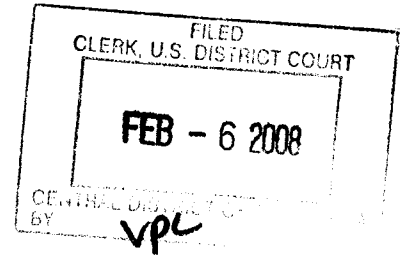


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UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

TERENCE L. YOUNG, on behalf of
 Writers' Guild-Industry Health
 Fund and Producer-Writers Guild
 of America Pension Plan,

Plaintiff,

v.

RUNELORDS DEVELOPMENT, L.P., a
 California limited partnership,

Defendant.

CASE NO. 07-1701 SJO (VBKx)

[PROPOSED] JUDGMENT

Date: January 14, 2008

Time: 10:00 a.m.

Ctrm: 880 (Roybal)

255 East Temple Street
 Los Angeles, CA 90012

The motion of plaintiff TERENCE L. YOUNG (YOUNG), on behalf of
 the Writers' Guild-Industry Health Fund and Producer-Writers Guild of
 America Pension Plan (collectively, the "Plans"), for entry of
 default Judgment and for a Final Order for Accounting came before
 this court on January 14, 2008. Upon consideration of the evidence
 and argument presented, the Court hereby GRANTS plaintiff's motion.

/ / /

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DEC 10 PM 3:40
 U.S. DISTRICT COURT
 CENTRAL DISTRICT OF CALIF.
 LOS ANGELES

1 THE COURT FINDS that on October 5, 2007, the Clerk of the Court
2 entered the default of defendant RUNELORDS DEVELOPMENT, L.P., a
3 California limited partnership (RUNELORDS).

4 THE COURT FURTHER FINDS AS FOLLOWS:

5 1. Pursuant to Fed. R. Civ. P. 55(b)(2), and the Employee
6 Retirement Income Security Act (ERISA) § 502(g)(2), 29 U.S.C.
7 § 1132(g)(2), Judgment is entered in favor of plaintiff and against
8 defendant RUNELORDS in the amount of \$12,497.01, composed as follows:

9 (a) Delinquent contributions under 29 U.S.C. §

10 1132(g)(2)(A) totaling \$7,425.00;

11 (b) Interest on the delinquent contributions in paragraph

12 "a" above in the sum of \$2,313.59 under 29 U.S.C. §

13 1132(g)(2)(B);

14 (c) Liquidated damages under 29 U.S.C. § 1132

15 (g)(2)(C)(ii) in the sum of \$1,485.00, or 20% of the
16 total delinquent contributions owed; and

17 (d) Attorney's fees totaling \$1,273.42 (calculated
18 pursuant to Local Rule 55-3).

19 THE COURT FURTHER FINDS THAT, pursuant to the Trust Agreements
20 of the Plans by which RUNELORDS is bound, and the provisions of ERISA
21 § 502(a)(3), 29 U.S.C. § 1132(a)(3), defendant RUNELORDS is required
22 to submit to an audit of its books and records by the Plans.

23 IT IS THEREFORE ORDERED that defendant RUNELORDS, its managing
24 employees, successors, corporate officers, and all others acting in
25 active concert or participation with them, within thirty (30) days of
26 service of this final Judgment and Order, submit to an audit of
27 RUNELORDS' books and records and to cooperate in all respects with
28 the Plans' representative for the purpose of ascertaining the

1 contributions due to the Plans and the damages to the Plans for any
2 failure to pay such contributions.

3 IT IS FURTHER ORDERED that at the time of the audit that
4 RUNELORDS produce to the auditors of the Plans, all books and records
5 required to conclude the audit, including, but not limited to, the
6 following documents, covering the time period from June 21, 2002
7 through the date of the audit:

- 8
- 9 (a) A complete list of projects in development or production;
 - 10 (b) A chart of all accounts;
 - 11 (c) All general ledgers;
 - 12 (d) All production cost runs and/or payroll showing payments to
13 writers;
 - 14 (e) All contracts for writing service for writers hired by
15 RUNELORDS;
 - 16 (f) All option/purchase contracts with professional writers for
17 the acquisition of literary material;
 - 18 (g) State and federal payroll tax returns; and
 - 19 (h) All bank statements for all checking, savings and
20 investment accounts of Surface for the period of the audit.
- 21

22 **The failure of RUNELORDS to comply with this Order may be**
23 **grounds for contempt of court.**

24 IT IS FURTHER ORDERED THAT Plaintiff is entitled to costs
25 against RUNELORDS, pursuant to 29 U.S.C. § 1132(g)(2)(D) and the
26 parties' written agreements. Plaintiff shall file a separate bill of
27 costs within 15 days of entry of this Judgment, and the award of
28

costs shall be retroactive to the entry of this judgment, and shall
be considered a single judgment.

IT IS SO ORDERED.

DATED: 2/6/08



HON. S. JAMES OTERO
U.S. DISTRICT COURT JUDGE

SUBMITTED BY:

REICH, ADELL & CVITAN
A Professional Law Corporation

By: 

WILLIAM Y. SHEH
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 3550 Wilshire Boulevard, Suite 2000, Los Angeles, California 90010.

On **December 10, 2007**, I served the foregoing document described as **(PROPOSED) ORDER** on the interested parties by way of United States first class mail by placing

☐ the original ☒ a true copy thereof

enclosed in a sealed envelope addressed as follows:

David P. Markman, Esq.
Greenberg Traurig, LLP
2450 Colorado Avenue, #400E
Santa Monica, CA 90404

☒

(By Mail) As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐

(By Fax) I transmitted said document(s) at _____ p.m.
to fax telephone number _____ executed on
at Los Angeles, California.

Executed on **December 10, 2007** at Los Angeles, California.

☒

(Federal Court) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.


CHERYL WINBORNE